

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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MITSUI SUMITOMO INSURANCE CO., LTD.,

Plaintiff,

-against-

M/V "HANJIN PHOENIX," her engines, tackle,
boilers, etc., and HANJIN SHIPPING CO.,
LTD.,

Defendants.
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ECF CASE

07 cv 6351 (HB)

COMPLAINT

Plaintiff, by its attorney, Richard F. Salz, sets forth its complaint upon information and belief as follows:

FIRST: This is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

SECOND: At all times hereinafter mentioned, plaintiff Mitsui Sumitomo Insurance Co., Ltd. was and still is a foreign corporation with an office and place of business in Tokyo, Japan.

THIRD: At all times hereinafter mentioned, defendant Hanjin Shipping Co., Ltd. ("Hanjin") was and still is believed to be a foreign corporation with an office and place of business at 80 East Route 4, Paramus, New Jersey 07652.

FOURTH: At all times hereinafter mentioned, Hanjin was and still is engaged in business as a common carrier of merchandise by water for hire, and owned, operated, managed, chartered and/or otherwise controlled the M/V HANJIN PHOENIX as a common carrier of merchandise by water for hire.

FIFTH: At and during all times hereinafter mentioned, the

M/V HANJIN PHOENIX was and now is a general ship employed in the common carriage of merchandise by water for hire, and now is or will be during the pendency of this action within this District and within the jurisdiction of this Honorable Court.

SIXTH: Plaintiff was the subrogated cargo underwriter of the shipment described herein and brings this action on its own behalf and as agent and trustee on behalf of and for the interest of all parties who may be or become interested in the same shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

SEVENTH: On or about September 2, 2006, a cargo of 480 cartons of Yamaha musical instruments in container no. HJCU7583176 was delivered to the M/V HANJIN BEIJING and Hanjin at Xingang for carriage to Los Angeles, and Hanjin issued sea waybill HJSCXNGA05271801 therefor.

EIGHTH: Hanjin received the aforesaid container and cargo in good order and condition, and agreed, as a common carrier and in consideration of the payment of freight, to transport the shipment to Los Angeles in the same quantity and good order and condition as when received.

NINTH: Upon delivery of the subject container and shipment to the consignee, the aforesaid container and cargo was found in a damaged and depreciated condition.

TENTH: By reason of Hanjin's and the vessel's violation of

their duties and obligations as common carriers of merchandise by water for hire, plaintiff has sustained damages, no part of which has been paid, although duly demanded in the sum of \$11,500.00.

WHEREFORE, plaintiff prays:

1. That process in due form of law may issue according to the practice of this Court against defendants.

2. That if defendants cannot be found within this District, that all their property within this District as shall be described in an addendum hereto, be attached in the amount set forth in this Complaint, plus interest and costs.

3. That process in due form of law according to the practice of this Court in causes of admiralty or maritime claims may issue against the aforesaid vessel.

4. That judgment be entered in favor of plaintiff against the aforesaid vessel and defendant for the amount of plaintiff's damages, together with interest and costs.

5. That this Court will grant the plaintiff such other and further relief as may be just and proper.

Dated: New York, New York
July 10, 2007

RICHARD F. SALZ
Attorney for Plaintiff

BY: 

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